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public utility company is not entitled to relief for losses sustained by it before it applied to the Corporation Commission for increased rates, it is entitled to have amortized losses incurred by it in consequence of a rate fixed by the Commission which was too low.

14. Public Service Commissions (§ 7*)—Tax on Profits Allowed Should Be Considered.—If in any rate fixed a public utility company should make a profit upon which a tax is imposed, that should be considered in fixing the percentage of return it is entitled to receive on its investment.

Appeal from State Corporation Commission.

Proceedings by the Petersburg Gas Company before the State Corporation Commission for an increase in gas rates, opposed by the City of Petersburg and others. From a decision granting an increase smaller than asked for, the Company appeals. Reversed and remanded to Commission, with directions.

Mann & Townsend, of Petersburg, for plaintiff in error.

R. B. Willcox and *Chas. Hall Davis*, both of Petersburg, for defendant in error.

WILLIAMS *v.* MARINE BANK OF NORFOLK.

March 16, 1922, April 5, 1922.

[111 S. E. 94.]

1. Contracts (§ 189*)—Promise to "Settle" Contract with Bank Held Not Unconditional Promise to Pay Contract Price.—A promise by an owner, indorsed on a contract for the construction of a house, to "settle the above contract" with a bank, which was a transfer by the contractor of the owner's obligation, does not unconditionally promise to pay the full amount of the contract price to the bank, since the meaning of the word "settle" depends on the context in which it is used and upon the subject-matter and the circumstances surrounding its use.

[Ed. Note.—For other definitions, see Words and Phrases, First and Second Series, Settle—Settlement. For other cases, see 3 Va.-W. Va. Enc. Dig. 303.

2. Contracts (§ 189*)—Owner Held Required to Pay Bank, on Assignment of Contract, Only Amount Due Contractor after Potential Liens Were Discharged.—A promise, indorsed by an owner on the contract for construction of buildings, to settle the contract with the bank which advanced money to the contractor, requires the owner to pay the bank only the amount due contractor after potential liens

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

against the building which the contractor could not, under Code 1904, § 2482a, defeat by any transfer or assignment.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 395.]

Error to Circuit Court of City of Norfolk.

Action by the Marine Bank of Norfolk against H. A. Williams, Jr. Judgment for the plaintiff, and defendant brings error. Reversed and remanded for a new trial.

Thos. H. Willcox, Jas. G. Martin, and H. B. G. Galt, all of Norfolk, for plaintiff in error.

Tomlin & Maupin, of Norfolk, for defendant in error.

WILSON *v.* COMMONWEALTH.

March 16, 1922.

[111 S. E. 96.]

1. Disorderly House (§ 17*)—Evidence Sustaining Conviction for Keeping House of Prostitution.—In a prosecution for keeping a house of prostitution, evidence held to sustain conviction.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 729.]

2. Disorderly House (§ 17*)—Proof of General Reputation Held Unnecessary.—In a prosecution under Code 1887, § 3790 (Code 1919, § 4548), prohibiting any person to keep “a house of ill fame resorted to for the purpose of prostitution or lewdness,” the commonwealth need not prove the general reputation of the place as a bawdyhouse, but it is sufficient to show that it was such in fact.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 728.]

3. Disorderly House (§ 2*)—“Bawdyhouse” and “House of Ill Fame” Synonymous.—“Bawdyhouse” and a “house of ill fame,” as used in law, are convertible and synonymous terms.

[Ed. Note.—For other definitions, see Words and Phrases, First and Second Series, Bawdyhouse; House of Ill Fame. For other cases, see 4 Va.-W. Va. Enc. Dig. 727.]

4. Disorderly House (§ 16*)—Proof of General Reputation Inadmissible in Absence of Statute.—In prosecution for keeping a bawdyhouse, proof of the general reputation of the house is inadmissible unless expressly made so by statute.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 729.]

Appeal from Corporation Court of Norfolk.

Bessie Wilson was convicted of keeping a house of ill fame, and she appeals. Affirmed.

James S. Barron, of Norfolk, for plaintiff in error.

John R. Saunders, Atty. Gen., J. D. Hank, Jr., Asst. Atty. Gen., and Leon M. Bazile, Second Asst. Atty. Gen., for the Commonwealth.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.